but such a regulating act must impose equal burdens upon those of the same class. The above act, therefore, permitting firms and coroporations to employ such journeymen as they may choose, whether they be licensed or not, operates unequally and is unconstitutional.

CONSTRUCTION OF A STATUTE—PRACTICE OF MEDICINE—CHRISTIAN SCIENCE—STATE v. MYLOD 40 Atl. Rep. (R. I.) 753., Gen. Laws, C. 165 § 2, of Rhode Island, make it unlawful for any person to "practice medicine" in any of its branches without registering his authority.

It was *held* that one who opened an office, and called himself a doctor, but who used no medicines, simply praying for the relief of his patients, was not one who "practiced medicine," and hence need not register his authority.

CONTRACTS—IMPLIED CONTRACT—COMITY—SMITH ET AL. v. TAGGART, 87 FED. REP. 95.—A mutual benefit association organized under the laws of New Hampshire carried on its business by collecting small amounts monthly from the persons subscribing to its stock. The concern becoming insolvent, a receiver was appointed in New Hampshire and another subsequently in Colorado, the association having done business in several States. A subscriber, resident in Colorado, sought to have the assets collected there distributed solely among subscribers residing in that State. *Held*, that there was an implied contract between the subscribers that in case of insolvency they should share in proportion to the amount each had paid in. This being so, and it being more convenient for one court to make the distribution, comity requires that the court in which a suit to liquidate the affairs of the association was first brought should do this. A court of equity in another State acquiring possession of assets, has a right and is under a duty to transmit them to the first court.

CONTRACTS—INDEPENDENT CONTRACTOR—NEGLIGENCE—LIABILITY OF EMPLOYER—BERG v. PARSONS, 51, N. E. Rep. 957 (N. Y.). The defendant employed one Tobin to blast rock and excavate on premises adjacent to those of the plaintiff, in doing which the latter's premises were greatly damaged. During the trial it appeared that the work was of a particularly hazardous nature and that the person employed to perform the work was both incompetent and reckless. Neither was the employer zealous in obtaining a competent man. *Held*, that the defendant was not responsible for any damage that might have resulted. The relation of master and servant did not exist. See *Blake* v. *Ferris*, 5 N. Y. 48; *Ferguson* v. *Hubbell*, 97 N. Y. 507; *Roemer* v. *Striker*, 142 N. Y. 134; 36 N. E. 808. "If a rule contrary to the above were established, it would not only impose upon the owner of real property an improper restraint in contracting for its improvement, but would open a new and unlimited field for actions for the negligence of others which has not hitherto existed in this State."

Gray, J., *dissented*, on the ground that the work contracted for being obviously hazardous a legal duty was imposed upon the person employing the contractor to use a reasonable amount of care in the selection of one who was both competent and careful and that a failure to perform that duty rendered him liable for damages occasioned by the negligence.

DAMAGES—DANGEROUS PREMISES—INJURY TO CHILD—LURESS v. NEW YORK S. W. R. Co., 40 Alt. Rep. (N. Y.) 614. A railway company which maintains upon its own land a turntable, which is attractive to young children, as an object of amusement, is not liable for an injury to a child who comes

upon the land and receives the injury by playing with the turntable. An invitation cannot be implied from the fact that the turntable, designed for another purpose, furnishes a place for play.

Ludlow, J., dissenting. *Del., L. & W. R. Co.* v. *Reich*, 40 Atl. (N. J.) 682 Dixon, Ludlow and Krurger, J. J., dissenting, held similarly.

DAMAGES—DEATH OF STEPFATHER—RIGHT OF ACTION—MARSHALL v. MACON SASH, DOOR & LUMBER CO.—30 S. E. (Ga.) 571. Civil Code, sec. 3828, giving, "A widow, or if no widow, a child or children," a right to recover "for the homicide of the husband or parent," *held*, not to give a child such right of action for the homicide of its stepfather. Although in *Holloway* v. *Holloway*, 86 Ga. 576, 12 S. E. 943, it was held that one who undertakes to care for stepchildren is the head of a family, under the homestead law, yet the present Statute is in derogation of the common law, and must be strictly construed.

DAMAGES—MUNICIPAL CORPORATIONS—LIABILITY FOR NEGLIGENCE OF SERVANTS.—CONNELLY ET UX. V. MAYOR, etc., OF CITY OF NASHVILLE., 46 S. W. Rep. 565. When plaintiff receives personal injury as the result of the negligent acts of the driver of a street sprinkling cart owned and operated by the City, it was *held* that the City is not liable for such negligent acts, since it is thereby engaged in the discharge of a govenmental duty in promoting the general health, as distinguished from a duty purely corporate or ministerial.

DAMAGES—NEGLECT OF GRAVES.—GEORGE V. CYPRESS HILLS CEMETERY, 52 N. Y. Supp. 1097.—Plaintiff in visiting the grave of her husband, situated in what was called the "public ground," in defendant's cemetery, was poisoned by poison ivy growing thereon. Defendant was not hired to give special care to the grave, and only mowed and cleared up the ground once or twice a year. It did not appear that the ivy had been growing there for any great length of time, or that defendant knew of its presence. *Held*, defendant was not liable on the ground of negligence. Woodward, and Hatch, J. J., dissent in lengthy opinion, citing especially *Crowhurst* v. *Burial Board*, 4 Exch. Div. 5, where the cemetery was held responsible for the death of plaintiff's horse, which had browsed on the leaves of yew trees planted in the cemetery, on the analogy of *Fletcher* v. *Rylands*, L. R. 1 Exch. 265, at page 279.

ENLISTMENT MINOR—SOLOMON SHERIFF V. DAVENPORT—87 Fed., Rep. 318. The provision of the United States Statutes, R. S. 1117, requiring the written consent of a parent or guardian to the enlistment of a minor, is for the benefit of the parent or guardian, and confers no privilege on the minor.

EQUITY—JURISDICTION—INJUNCTION—SPECIFIC PERFORMANCE.—STANDARD FASHION CO. V. SIEGEL-COOPER CO. ET AL., 52 N. Y. Suppl. 433. A court of equity cannot decree specific performance of a contract when the business involved would be of a continuous nature, and thus brought under the management of the court; but it will enjoin the violation of a negative covenant by which defendant agreed "not to sell or allow to be sold on its premises during the duration of this contract any other make of paper patterns." *Fargo* v. *Railroad Co.*, 23 N. Y. Supp. 360, cited as sustaining this view in its reasoning, although opposed in its result. See also *Singer Sewing Mach. Co.* v. *Union Buttonhole and Embroidery Co.*, Fed. Cas. No. 12,904; *Chicago & A. Ry. Co.* v. *N. Y., L. E. & W. R. Co.*, 24 Fed. 521; Pomeroy Eq. Juris.,